

**UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF TENNESSEE**

**CONTRACT COURT INTERPRETER SERVICES
TERMS AND CONDITIONS**

A. AGREEMENT

The United States District Court for the Western District of Tennessee shall provide an Interpreter's Voucher for Services and Claim for Compensation and Expenses ([Voucher - see Attachment A](#)) for interpreting services in the designated language. The district court may modify requested services by adding, substituting or cancelling any proceedings reflected on the voucher during or prior to the course of services. The interpreter shall provide services strictly in accordance with the terms and conditions of this agreement. The Government shall not be liable for any services provided by the interpreter other than those requested by the Interpreter Coordinator or her designee. The Coordinator or her designee will generally issue a Voucher to the interpreter for each separate assignment prior to the commencement of work or travel. The Voucher is to be signed by both the interpreter and the case manager at the time service is rendered. Local interpreters may use the Voucher in lieu of a separate invoice for billing purposes. Out-of-town interpreters must bill for services by submitting an itemized invoice (see Section E.1 - E.9). Except for overnight accommodations necessitated by consecutive days of service, overnight stays must be approved in advance by the Coordinator or her designee.

B. STANDARD FEE RATES FOR INTERPRETING SERVICES*

*In effect at the time when the service is provided.

B.1 INTERPRETING SERVICES

Certified and Professional Qualified Interpreters

_____ Daily Rate:	\$ 329.00
_____ Half Day Rate:	\$ 178.00
_____ Overtime Rate:	\$ 49.00 per hour or part thereof

Non-Certified Language Skilled Interpreters

_____ Daily Rate:	\$ 156.00
_____ Half Day Rate:	\$ 86.00
_____ Overtime Rate:	\$ 27.00 per hour or part thereof

Note: a half day is paid for assignments, including on-call status of the interpreter, up to 4 hours in one day; a full day is paid for such services in excess of 4 hours up to 8 hours in one day. Overtime/hourly rates only apply if the workday exceeds 8 hours, not including lunch break(s).

Interpreters may not charge any other judiciary component, i.e., U.S. Probation, Federal Public Defender, Pretrial Services or a CJA Panel attorney, for any services rendered during the same period for which the interpreter is already being compensated by the court.

C. DESCRIPTION OF SERVICES TO BE PERFORMED

All services shall be provided in accordance with the Court Interpreters Act, 28 U.S.C. § 1827. Services may include the interpretation for defendants, witnesses and other participants in court proceedings, both in and out of court, in a variety of hearings or trials, in both criminal and civil matters instituted by the United States. The court may reassign the interpreter to perform services for other judiciary components, other government agencies involved in federal court proceedings, or as otherwise deemed appropriate.

The interpreter shall provide interpreting services from English into the foreign language or sign language (and vice versa) as described in section A of this agreement. The interpreter shall be prepared to provide interpreting services in any and all of the following modes: simultaneous interpretation, consecutive interpretation and sight translation as appropriate to the court's requirements. The interpreter may be required to work with other interpreters hired by the court in team interpreting situations in longer proceedings.

The duration of assignments may vary from less than half an hour to several weeks or months per assignment. The interpreter shall be available to the court for the entire period for which the interpreter is being contracted. Thus, if the interpreter is requested for one half day and the assignment only lasts ten minutes, the court may require the interpreter to remain available for the entire contracted time, and can be used for other assignments. Conversely, the interpreter must remain available for overtime as required, since some assignments, particularly during trials, may exceed eight hours; the interpreter will be paid the overtime rate listed in B.1 above.

Assignments may range from simple to highly complex and from routine to highly sensitive or controversial. The interpreter shall be able to work under stress and in a high-pressure environment. The interpreter shall be able to deal with complaints and disruptions by defendants, if these occur during the assignment. The interpreter must be able to deal with assignments and changes in assignments in a flexible manner. The interpreter may be required to submit to a background or security investigation as directed by the court.

D. DELIVERIES OR PERFORMANCE

Interpreters must be able to demonstrate to the satisfaction of the court that they are competent court interpreters that can render spoken or written court discourse accurately from English into the foreign or sign language and vice versa, and, as appropriate, perform interpretations in the simultaneous as well as consecutive modes or render sight translations with a high degree of accuracy. Interpreters must possess a high level of language proficiency in both English and the foreign or sign language and have the knowledge, skill and ability to perform assignments in accordance with the requirements of federal courts.

Services may be performed in or out-of-court. In the performance of services under this agreement, the interpreter shall adhere to a code of conduct, code of ethics, code of professional responsibility, protocol, and/or other conditions, policies, or procedures established by the court as well as the interpreter's oath administered by the court. (see Section G.1 - G.4).

It is the responsibility of the interpreter to ensure that he/she fully understands the scope of the assignment and the ramifications of accepting the assignment. The interpreter shall recuse him or herself of any assignment that may be beyond the ability of the interpreter or which may constitute a conflict of interest for the interpreter. The interpreter shall also advise the courts if additional preparation time or other special conditions are required to ensure that the services can be rendered in a competent manner._____

E.1 PAYMENT FOR SERVICES - GENERAL INVOICE REQUIREMENTS

Invoices for services rendered shall be submitted on the first of each month or within 30 days of contract performance to:

Clerk, U.S. District Court
Attn: Rita Pomtree
167 N. Main Street, Suite 242
Memphis, TN 38103

The invoice must at a minimum include all of the following (see Section E.9):

Name of the interpreter and/or agency
Mailing address
Taxpayer Identification Number (TIN) or Social Security Number
Case(s) or file number(s)
Name of defendant(s)
Date(s)/time(s) the interpreting services were provided
Travel dates, if applicable
Itemized applicable charges/costs for services as well as travel
Any and all other information required in this agreement

E.2 FEES TO BE PAID FOR TRAVEL DAYS

When travel to a court location outside of the permanent duty station is required on **the day prior** to the proceeding, the court will pay a travel time fee of the applicable half day rate.

If travel home from a court location is required on **the day after** completion of proceeding, the court will pay a travel time fee of the applicable half day rate for that travel day.

If travel days **for both coming to a court location and return home are on days other than the day of service** (the day before or the day after a proceeding), a **maximum** of the applicable full-day rate will be paid (\$329.00).

If travel to a court location is on the **morning** of the day scheduled for an afternoon proceeding, the applicable full day rate will be paid for that day, representing both travel time fee for the morning and interpreting fee for the afternoon.

If travel home is on the **afternoon** of the day for which interpreter is paid a half-day interpreting fee for that morning in court, the applicable full day rate will be paid, representing the interpreting fee for the morning and the travel time fee for the afternoon.

If travel home is on the **evening following a full day** (eight hours, excluding lunch break) of service, travel time will be paid by the hour at a rate of \$41.13 per hour (representing one eighth of the full-day rate).

All above are **in addition** to standard per diem transportation expenses to be paid in accordance with the Judiciary Travel Regulations.

For trials that last longer than one week, the interpreter who decides to stay on travel status during a weekend will be paid per-diem only for lodging and meals. There will be no interpreting fees paid for these weekend days. For stays longer than two weeks, the court will pay for round trip travel expenses in accordance with the Judiciary Travel Regulations for a return home on a weekend.

E.3 CANCELLATION FEES

If the interpreter receives notice of cancellation at least 24 hours (excluding weekends and holidays) prior to leaving home, no cancellation fee will be paid. The court will, however, reimburse the interpreter for any authorized out of pocket expenses actually incurred. If the interpreter is notified of the cancellation less than 24 hours (excluding weekends and holidays) before the scheduled proceeding, the court will compensate at least one half day rate unless a different agreement was previously reached.

If a proceeding is cancelled after the interpreter is in travel to a court location or after the interpreter arrives at the court, with travel on the day prior to a scheduled **full-day proceeding**, the court will pay a half-day travel time fee for that day of travel to the court, and will pay one full day cancellation fee representing one full day.

A separate travel time fee will **not** be paid for return home trip on the date originally scheduled for proceeding and for which the cancellation fee is being paid, as above.

If the proceeding is cancelled after the interpreter is in travel to a court location or after the interpreter arrives at the court, with travel in the **morning** of the day scheduled for an **afternoon** proceeding, one full day cancellation fee will be paid, representing a half-day travel time fee and a half-day cancellation fee.

The above fees would be paid in **addition** to the standard per diem and transportation expenses to be paid in accordance with the Judiciary Travel Regulations.

E.4 TRAVEL EXPENSES

Travel expenses that are incurred by out-of-town travelers will be paid in accordance with all applicable parts of the Judiciary Travel Regulations. Interpreters should request a copy of the Judiciary Travel Regulations from the court, as well ensure that all information on current local per diem and mileage rates is clear at the time of the agreement and prior to the assignment.

Per Diem rate: Memphis, Tennessee - \$124.00 Jackson, Tennessee - \$86.00

Out of per diem, the interpreter pays for all meals, lodging, and tips for meals, hotels, baggage, etc. Subsistence allowances claimed on an actual (itemized) expense basis, cannot exceed 150% of applicable per diem rate listed above and will require receipts, and must be authorized by the court prior to each assignment which involves travel.

A lodging receipt **must** be attached to claim for per diem rate to be paid. No per diem may be claimed if an overnight stay is not involved. For the day of return only the M&IE rate shall be payable. [Guide to Judiciary Policies and Procedures, Volume I, Chapter VI, Section E.2(a)(b)].

If the total travel period (an entire trip) is 24 hours or less, **but more than 10 hours**, and **no lodging is incurred**, one fourth of the current rate for meals and incidentals (M&IE) is allowed for each quarter of calendar day (or fraction thereof at beginning or end of calendar day) during which any portion of the travel takes place (**current M&IE rate is \$38.00**).

E.5 AIRLINE TRAVEL

The traveler shall use the method of transportation administratively authorized as most advantageous to the government. Any additional cost resulting from the use of a method of transportation other than authorized shall be paid for the traveler's personal funds.

The court will not normally purchase the airline ticket for a contract interpreter. Contract interpreters are responsible for making their own travel arrangements. Reservations should be made in coach class on a fully refundable fare with no penalties for cancellations or changes wherever possible. Interpreters are not entitled to government rates for airline travel.

Passenger copy of airline ticket and receipt **must** be supplied to the court for reimbursement of airfare.

E.6 GROUND TRANSPORTATION

Transportation costs to and from airport from home, lodging, and courthouse, by taxi or other ground transportation are reimbursable for interpreters on travel status in accordance with the stipulations in the Judiciary Travel Regulations.

E.7 PRIVATELY OWNED VEHICLE (POV) (if used; ONLY applicable for interpreters on travel status)

Reimbursement for the use of a POV will be at the current rate per mile in effect at the time of the travel (effective January 1, 2004 – 37.5) for one way distance of 30 miles or more. Parking fees (at airports, etc.), if applicable, will be paid and require receipt for amounts stipulated in the Judiciary Travel Regulations.

E.8 MISCELLANEOUS EXPENSES

Telephone calls to residence with travel of at least one overnight stay (not more than one per day and not to exceed the maximum in effect at the time of the travel) must be itemized by date and amount of each call; maximum currently in effect is \$5.00 per day.

E.9 RECEIPTS/INFORMATION REQUIRED FOR REIMBURSEMENT OF TRAVEL EXPENSE

Copy of lodging receipt – without lodging receipt full per diem will not be allowed.

Passenger copy of airline, train or bus ticket (if a flight, train or bus schedule is changed due to early completion of trial, etc. and a different flight, train or bus is taken, the court must have copies of **both** tickets).

Receipts must be furnished for any miscellaneous expenses over \$25.00 (other than food), including taxi cab fare (to/from departure and arrival airports), parking fees for vehicle, etc.

Any and all other receipts required for actual expense claims as described in E.1.

Interpreter's claim for reimbursement must indicate:

<u>Times of day and dates of:</u>	departure from home location
	arrival at court destination
	departure from court location
	arrival home at end of travel

Number of miles claimed for privately-owned vehicle driven from home location to airport and return home.

F.1 INTEREST ON OVERDUE PAYMENTS

The Prompt Payment Act of 1982 is not applicable to the Federal Judiciary. Therefore, determinations of interest on overdue payments made in accordance with the provisions of this Act are not applicable to this purchase order.

F.2 EQUIPMENT

The interpreter is anticipated to provide any necessary equipment to ensure the effective execution of his or her services. The interpreter must advise the clerk's office of any special equipment requirements prior to accepting assignments. Interpreters shall not be reimbursed for use of their own equipment.

G.1 Code of Professional Responsibility

Federally certified court interpreters are highly skilled professionals who bring to the judicial process specialized language skills, impartiality, and propriety in dealing with parties, counsel, the court, and the jury. Official court interpreters, whether staff or freelance, federally certified or otherwise qualified, are appointed to serve the court pursuant to 28 U.S.C. § 1827. In their capacity as officers of the court, official court interpreters are bound to a professional code of ethics. The Federal Court Interpreters Advisory Board developed a Code of Ethics and Professional Responsibility for all federal court interpreters. The Board adopted the following Canons:

Canon 1 Court interpreters act strictly in the interests of the court they serve.

Canon 2 Court interpreters reflect proper court decorum and act with dignity and respect to all court officials, staff and to the parties of all proceedings.

Canon 3 Court interpreters shall avoid professional or personal conduct which could discredit the court.

Canon 4 Court interpreters, except upon court order, shall not disclose any information of a confidential nature about court cases obtained while performing interpreting duties.

Canon 5 Court interpreters shall respect the restraints imposed by the need for confidentiality and secrecy as protected under applicable federal and state law. Interpreters shall disclose to the court, and to the parties in a case, any prior involvement with that case, or private involvement with the parties or others significantly involved in the case.

Canon 6 Court interpreters undertake to inform the court of any impediment in the observance of this Code or of any effort by another to cause this Code to be violated.

Canon 7 Court interpreters work unobtrusively with full awareness of the nature of the proceedings.

Canon 8 Court interpreters fulfill a special duty to interpret accurately and faithfully without indicating any personal bias, avoiding even the appearance of partiality.

Canon 9 Court interpreters shall maintain impartiality by avoiding undue contact with witnesses, attorneys, and defendants and their families, and any contact with jurors. This should not limit, however, those appropriate contacts necessary to prepare adequately for their assignment.

Canon 10 Court interpreters shall refrain from giving advice of any kind to any party or individual and from expressing personal opinion in a matter before the court.

Canon 11 Court interpreters shall interpret to the best of their ability thereby assisting the court in providing due process for the parties. They accurately state their professional qualifications and refuse any assignment for which they are not qualified or under conditions which substantially impair their effectiveness. They preserve the level of language used, and the ambiguities and nuances of the speaker, without any editing. Implicit in the knowledge of their limitations is the duty to correct any error of interpretation, and demonstrate their professionalism by requesting clarification of ambiguous statements or unfamiliar vocabulary and to analyze objectively any challenge to their performance. Interpreters have the duty to call to the attention of the court any factors or conditions which adversely affect their ability to perform adequately.

Canon 12 Court interpreters shall not accept any remuneration, gifts, gratuities, or valuable consideration in excess of their authorized compensation in the performance of their official interpreting duties. Additionally, they avoid conflict of interest or even the appearance thereof.

Canon 13 Court interpreters shall support other official court interpreters by sharing knowledge and expertise with them to the extent practicable in the interests of the court, and by never taking advantage of knowledge obtained in the performance of official duties, or by their access to court records, facilities, or privileges, for their own or another's personal gain.

Canon 14 Court interpreters shall willingly accept and agree to be bound by this code, and understand that appropriate sanctions may be imposed by the court for willful violations.

G.2 CONFLICT OF INTEREST

Interpreters should never accept any remuneration from any litigant, witness, or attorney in a case in which the interpreter is serving the court. Remuneration includes money and anything of service or value. Interpreters should not accept social invitations from a litigant, witness, or attorney in a case in which the interpreter is serving the court.

In order to avoid even the appearance of impropriety, interpreters, upon realizing previous involvement in any aspect of pre-trial preparations of the assigned case, should notify the supervisor, clerk, or judge, as appropriate, of the nature of such involvement, (i.e., taking of depositions, translation of documents, interviews with the defendant, and so on). The supervisor, clerk, or judge will determine if contact between the interpreter and the defendant should be considered detrimental to the impartiality of the interpreter.

G.3 INTERPRETERS AS OFFICERS OF THE COURT

When interpreters are sworn in at a given place and time, they become, for the duration of the assignment, officers of the court with the specific duty and responsibility of interpreting between English and the language specified.

G.4 INTERPRETER PROTOCOL

Interpreter's Role. An interpreter's role in the courtroom is to translate questions and statements directed to the defendant/witness by legal counsel or the judge. If an intervention becomes necessary, e.g., to ask for clarification, interpreters should always address the judge.

Personal Appearance. Interpreters should always be neat and well groomed for court appearances. They should be unobtrusive and unbiased, never revealing through word or gesture their own impression or opinion of the proceedings.

Accuracy of the Interpretation. Interpreters must always deliver a faithful interpretation of the original words, even when the original message is incoherent or crude. In such instances, interpreters must resist the temptation to speak eloquently and logically. It is incorrect to convert imprecise witness testimony into a clear version in English. The judge and jury have the right to evaluate the

witness' demeanor, tone, emotional response, and language. Thus, if a witness is evasive, repetitive, unresponsive, or simply makes no sense, interpreters must render an equal version into English. What may seem intolerable to a linguist may be very informative to a judge or jury, and interpreters must never distort the original situation out of a desire to sound proper. Interpreters who have a doubt about the meaning of the original message must ask for a clarification or repetition prior to translating the testimony at the stand. If possible, interpreters should consult with a colleague or ask for a recess if unsure of the meaning of a word or phrase.

Length of Testimony and Interruption of the Speaker. Although the source language speaker may make natural pauses during testimony to allow for the interpretation, at times due to the complexity or excessive length of an utterance, interpreters may not be able to retain the complete message unless the speaker is required to make additional pauses. When the need for such an interruption arises, interpreters should signal discreetly to the speaker to pause. This may be accomplished through a hand gesture, a nod of the head, or eye contact. On occasion, such a signal may not be sufficient, in which case interpreters may find it necessary to interrupt the speaker by beginning the interpretation. At times, when the witness fails to pause, as requested by the interpreter, the interpreter should ask the judge to make the necessary admonition.

Defense attorneys and prosecutors, when posing questions during direct or cross examination, should pause at appropriate intervals, enabling the interpreter to render accurately and completely the words into the target language. Attorneys shall refrain from objecting or interrupting a witness until the full interpretation of the statement has been rendered for the record.

Note-Taking. Interpreters should always be prepared to take notes when interpreting in the consecutive mode. It is strongly recommended that dates, numbers, proper names, lists, and addresses be written down. Note-taking should be simple, individualized, and designed to assist memory.

Mathematical Conversions. As a rule, interpreters must not make mathematical conversions or measurements; i.e., foreign currency denominations, meters into yards, kilos into pounds, and so on.

Corrections by the Interpreter. If the interpreter makes a mistake on the stand, it should be noted immediately by the interpreter to the presiding judicial officer for the record, or as soon as the interpreter becomes aware of the mistake. Corrections and disputes among team interpreters over interpretation should be handled discretely and quietly, involving the court only if it is deemed necessary.

Challenges to the Interpretation. When the interpreter first begins to interpret at the witness stand, the presiding judicial officer should identify the court interpreter as a neutral party and an officer of the court, and explain that the interpreter's rendition, in English, will be the record.

At times, a bilingual attorney or other party, such as a witness, may challenge an interpretation during a proceeding. It should be remembered that interpreters are the language experts and have been qualified as such, either through examination or other means. Therefore, interpreters should be called

aside (in the courtroom or at an official side bar) and given the opportunity to confront the challenge to the interpretation. If a party objects to the interpreter's choice of words, all effort should be made to allow the interpreter in question to explain, withdraw, or correct interpretation before further action is taken.

A situation such as this, clearly illustrates the reason why two interpreters working as a team are necessary, particularly when there is an extensive amount of stressful consecutive interpreting. The judge or interpreter may then consult with the second interpreter if challenges occur.

If an attorney or other party appropriately corrects the interpretation, the interpreter should state "the interpreter stands corrected" followed by the correct word or phrase. When not in concurrence with the correction, the interpreter should state "the interpreter stands by the interpretation." It is important to go on record to support the interpretation. A record to support the interpretation will reflect: (1) the question by the attorney; (2) the answer by the witness; (3) the objection by the attorney or other party; and (4) a corrected answer by the witness. This creates a clear record to support the competence of the interpretation.

DEFINITIONS

“Contracting Officer” refers to the person with authority to enter into, administer, and/or terminate contracts and make related determinations and findings (Coordinator). The term includes authorized representatives of the Contracting Officer acting within the limits of their authority as delegated by the Contracting Officer (designee).

“Court Interpreters Act” The Court Interpreters Act, 28 U.S.C. § 1827 is the governing document that outlines the Judiciary’s responsibilities, procedures and policies for the selection, procurement and use of interpreters.

“Simultaneous Interpretation” means the instantaneous oral reproduction of speech from one language to another. This requires the interpreter to listen, comprehend, translate, and reproduce a speaker’s or signer’s message while the speaker or signer continues to speak or sign, typically lagging a matter of seconds behind the speaker’s or signer’s communication. The simultaneous mode is used by interpreters when interpreting all that is said in courtroom proceedings for non-English speaking defendants and witnesses.

“Consecutive Interpretation” means interpretation which requires the interpreter to listen, comprehend, translate, and reproduce the original message after the speaker or signer pauses such as in the “question and answer” mode in which the speaker completes his statement and the interpreter begins to interpret after the statement is completed.

“Sight Translation” is the oral rendition of the text of a written document. The interpreter first reviews the original text, then renders it orally into the other language. Sight translation is distinguished from ordinary translation in that it is done on sight (upon reading): the parallel text is spoken verbally, not prepared in writing. In ordinary translation, the translator is given a text and prepares an accurate parallel text in writing, without the pressure of immediate delivery.

“Translation” refers to the transference of the full meaning of a written text from one language to another.

“Transcription” means setting down in written form a message that was originally in spoken form. In the event that the court requests transcription of original words spoken on tape or other audio evidentiary material, there generally is also a need for a translation into English of the transcription.

“Team Interpreting” refers to two or more interpreters working together as a team to ensure the sustained accuracy of interpretation in longer or more complex proceedings. The team members generally have agreed on the intervals for switching the role of a primary interpreter. The other interpreter assumes a supporting role and continues to follow the proceedings in order to provide the appropriate level of continuity when the task as primary interpreter is rotated.

April 14, 2004